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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ELIAS YAMIDO, MARK SIBAYAN  
and THELMA YAMIDO, on behalf of  
themselves, others similarly  
situated and the general public,

Plaintiff,

v.

FLYING FOOD GROUP, LLC and  
DOES 1-10, inclusive,

Defendant.

CASE No. 3:19-cv-00344-RS

**FINAL APPROVAL ORDER AND  
JUDGMENT**

Honorable Richard Seeborg

Action Filed: December 14, 2018  
Trial Date: None

1 On January 14, 2021, this Court heard the unopposed motion for final  
2 approval of class action settlement between Plaintiffs Elias Yamido, Mark  
3 Sibayan, and Thelma Yamido (hereinafter “Plaintiffs”) and Defendant Flying Food  
4 Group, LLC (hereinafter “Defendant”); the Court also heard the motion for  
5 attorney’s fees, costs, and Plaintiffs’ enhancement related to this class action  
6 settlement.

7 The Court, having reviewed the motions and their supporting papers  
8 (including the Stipulation and Agreement of Class Action Settlement and Release  
9 (hereinafter “Agreement,” “Settlement,” or “Settlement Agreement”) and the  
10 Amendment to the Agreement re: Payment Schedule), hearing counsels’  
11 arguments, and recognizing that there are no objections to the Settlement, finds  
12 good cause to GRANT Plaintiffs’ motions for final approval and for attorney’s  
13 fees, costs, and Plaintiffs’ enhancement.

14 **FINDINGS:**

15 **1.** Unless otherwise specified, defined terms in this Final Order and Judgment  
16 shall have the same definition as used in the Agreement.

17 **2.** The Court finds the Settlement was entered into in good faith, that it is fair,  
18 reasonable, and adequate, and that it satisfies the standards and applicable  
19 requirements for final approval of this class action settlement.

20 **3.** Plaintiffs and Defendant have performed their obligations under the  
21 Agreement thus far.

22 **4.** Notice was provided to “Settlement Class Members” (defined below) in  
23 compliance with California substantive law and Federal procedural rules. The  
24 notice: (i) fully and accurately informed Class Members about the lawsuit and  
25 Settlement; (ii) provided sufficient information so that Class Members were able to  
26 decide whether to accept the benefits offered, opt out and pursue their own  
27 remedies, or object to the proposed Settlement; (iii) provided procedures for Class  
28 Members to file written objections to the proposed Settlement, to appear at the

1 hearing, and to state objections to the proposed Settlement; and (iv) provided the  
2 time, date, and place of the final fairness hearing.

3 **5.** The Gross Settlement Amount (\$675,000.00) to be paid by Defendant and  
4 the means of distributing the Net Settlement Amount to Settlement Class Members  
5 is fair and reasonable in light of the nature of this case.

6 **6.** An award of \$202,500.00 in attorney's fees (30% of the Gross Settlement  
7 Amount) and \$13,055.29 in accrued litigation costs (\$215,555.29 total) to Class  
8 Counsel is fair and reasonable in light of the nature of this case, Class Counsel's  
9 experience, Plaintiffs and Class Counsel's efforts in prosecuting this Action, and  
10 the benefits obtained for the Class.

11 **7.** Incentive awards to Plaintiffs in the amount of \$5,000 each, for a total  
12 amount of \$15,000, is fair and reasonable in light of: (a) Plaintiffs' risks (including  
13 financial and professional) in commencing this action as the class representatives;  
14 (b) the time and effort spent by Plaintiffs in litigating this action as the class  
15 representatives; and (c) Plaintiffs' public service as class representatives.

16 **8.** Payment of \$6,250.00 to Simpluris, Inc. for its services as the Class  
17 Administrator is fair and reasonable.

18 **IT IS ORDERED THAT:**

19 **1. Class Members.** The Settlement Class Members are defined as: "All  
20 persons who, at any time between January 1, 2017, through the date of Preliminary  
21 Approval, ("Class Period") worked for Defendant as an hourly/non-exempt worker  
22 at Defendant's Burlingame Facility, located at 810 Malcolm Road in Burlingame,  
23 California 94104." There are no exclusion requests.

24 **2. Binding Effect of Order.** This order applies to all claims or causes of  
25 action settled under the Agreement and binds all Settlement Class Members.

26 **3. Release.** Settlement Class Members hereby release "any and all claims  
27 against Defendant, and any former and present parent, subsidiary, affiliate, and all  
28 their officers, directors, employees, partners, shareholders and agents, and any

1 other successors, assigns, or legal representatives from any and all claims, rights,  
 2 demands, liabilities and causes of action under California law giving rise to  
 3 potential liability for acts or omissions during the Release Period which, whether  
 4 known or unknown, that were asserted in the Action or could have been asserted in  
 5 the Action based on the facts alleged in the Complaint or the PAGA Notice and  
 6 those that are Released Claims shall not include the claims and causes of action  
 7 pled in *Rodas v. Flying Food Group, LLC, et al.*, Super. Ct. Case No. STCV-  
 8 06795, with the exception of any wage statement, waiting time, and any PAGA  
 9 penalties related to the claims in the Action” [See, Section 5.1 of the Agreement].

10 **4. Class Relief.** The Class Administrator, on Defendant’s behalf, shall  
 11 distribute the Net Settlement Amount to the Settlement Class. The distribution  
 12 shall be in accordance with the instructions and timeline set forth in the  
 13 Amendment to the Stipulation and Agreement of Class Action Settlement and  
 14 Release [Dkt. 49]. Specifically, Defendant shall pay the gross settlement amount of  
 15 Six Hundred and Seventy-Five Thousand Dollars (\$675,000), in full and complete  
 16 resolution of this Action, in three, equal installment payments: (a) Two Hundred  
 17 and Twenty-Five Thousand Dollars (\$225,000) to be paid no later than April 15,  
 18 2021; (b) Two Hundred and Twenty-Five Thousand Dollars (\$225,000) to be paid  
 19 no later than August 15, 2021, and; (c) Two Hundred and Twenty-Five Thousand  
 20 Dollars (\$225,000) to be paid no later than November 15, 2021. The total amount  
 21 that will be payable to all Settlement Class Members, if all Settlement Class  
 22 Members are paid the amount to which they are entitled pursuant to this Final  
 23 Approval Order and Judgment is the Net Settlement Amount, is \$415,694.71.

24 **5. Attorney’s Fees and Costs.** Class Counsel is awarded \$215,555.29 total in  
 25 fees and costs and expenses. The Class Administrator, on Defendant’s behalf, must  
 26 pay Class Counsel this amount according to the timeline set forth in Section 9.6 of  
 27 the Agreement.  
 28

1       **6. Incentive Award.** Plaintiffs are each awarded \$5,000 for a total of \$15,000  
 2 as incentive awards. The Class Administrator, on Defendant's behalf, must pay  
 3 Plaintiffs these amounts according to the timeline set forth in Section 9.6 of the  
 4 Agreement.

5       **7. Payment of Class Administration Costs.** Payment of \$6,250 shall be  
 6 made to Simpluris, Inc., on Defendant's behalf, for its services as the Class  
 7 Administrator.

8       **8. Judgment.** The Court finds that there is no reason for delay and directs the  
 9 Clerk to enter judgment in accordance with the terms of this Order as of the date of  
 10 this Order.

11       **9. Court's Jurisdiction.** The Court shall retain jurisdiction over this action  
 12 and the parties until final performance of the Agreement.

13       **10. Compliance.** By December 10, 2021, the Parties shall submit a report to the  
 14 Court specifying the total amount paid to Settlement Class Members and the  
 15 amount of uncashed checks that will be paid to the approved *cy pres* beneficiary  
 16 Instituto Laboral de La Raza, if any.

17  
 18 **IT IS SO ORDERED.**

19  
 20 DATED: January 14, 2021

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 Hon. Richard Seeborg